

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06767148

The Registrar of Companies for England and Wales hereby certifies that
BLUE ARROW EDUCATION LIMITED

is this day incorporated under the Companies Act 1985 as a
private company and that the company is limited.

Given at Companies House on 5th December 2008



N06767148Q



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated in non-legible form and authenticated by the
Registrar of Companies under section 710A of the Companies Act 1985



Companies House

— for the record —

Electronic statement of compliance
with requirements on application
for registration of a company
pursuant to section 12(3A) of the
Companies Act 1985

Company number

6767148

Company name

BLUE ARROW EDUCATION LIMITED

I,

REBECCA JANE WATSON

of

**46 WILTON AVENUE
CHISWICK
LONDON
W4 2HY**

a

person named as a director of the company in the
statement delivered to the registrar of companies
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section
12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the
Companies Act 1985 in respect of the registration of
the above company and of matters precedent and
incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies
electronically and authenticated in accordance with the registrar's
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to
criminal prosecution



Companies House
— for the record —

10(ef)

**First directors and secretary and
intended situation
of registered office**

Received for filing in Electronic Format on the: **05/12/2008**



XACGI5E0

Company Name
in full: **BLUE ARROW EDUCATION LIMITED**

*Proposed Registered
Office:* **800 THE BOULEVARD
CAPABILITY GREEN
LUTON
BEDFORDSHIRE
LU1 3BA**

memorandum delivered by an agent for the subscriber(s): **No**

Company Secretary

Name **REBECCA JANE WATSON**

Address: **46 WILTON AVENUE
CHISWICK
LONDON
W4 2HY**

Consented to Act: **Y** *Date authorised* **05/12/2008** *Authenticated:* **YES**

Director 1:

Name **REBECCA JANE WATSON**

Address: **46 WILTON AVENUE
CHISWICK
LONDON
W4 2HY**

Nationality: **BRITISH**

Business occupation: **SOLICITOR**

Date of birth: **22/04/1969**

Consented to Act: **Y** *Date Authorised:* **05/12/2008** *Authenticated:* **YES**

Director 2:

Name **ANDREW BURCHALL**

Address: **MELLINGS HIGH STREET
DEBDEN
SAFFRON WALDEN
ESSEX
CB11 3LE**

Nationality: **BRITISH**

Business occupation: **FINANCE DIRECTOR**

Date of birth: **08/05/1964**

Consented to Act: **Y** *Date Authorised:* **05/12/2008** *Authenticated:* **YES**

Director 3:

Name **MR DESMOND MARK CHRISTOPHER DOYLE**

Address: **WOODLAWN HOUSE ARROW LANE
HARTLEY WINTNEY
HOOK
HAMPSHIRE
RG27 8LR**

Nationality: **BRITISH**

Business occupation: **DIRECTOR**

Date of birth: **01/07/1965**

Consented to Act: **Y** *Date Authorised:* **05/12/2008** *Authenticated:* **YES**

Authorisation

Authoriser Designation: **subscriber**

Date Authorised: **05/12/2008**

Authenticated: **Yes**

Company No:

THE COMPANIES ACTS 1985 TO 2006

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM AND
ARTICLES OF ASSOCIATION OF
BLUE ARROW EDUCATION LIMITED

Incorporated on

MAYER • BROWN

LONDON

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

BLUE ARROW EDUCATION LIMITED

1. Company name

The name of the Company is "BLUE ARROW EDUCATION LIMITED".

2. Registered office

The registered office of the Company will be situated in England and Wales.

3. Objects

The objects for which the Company is established are:

- (a) to carry on the business of a general commercial company.
- (b) to carry on the business of a holding company and to acquire by purchase, exchange, subscription or otherwise and to hold the whole or any part of the securities and interests of and in any companies for the time being engaged, concerned or interested in any industry, trade or business and to promote the beneficial co-operation of any such companies as well with one another as with the Company and to exercise in respect of such investments and holdings all the rights, powers and privileges of ownership including the right to vote thereon;
- (c) to form, promote, subsidise and assist companies, syndicates or other bodies of all kinds and to issue, place, underwrite or guarantee the subscription of, subscribe for, acquire, hold or sell any shares, stocks, bonds, options, debentures, debenture stock or other capital or securities or obligations of any companies, syndicates or other bodies of all kinds, and to pay or provide for brokerage, commission and underwriting in respect of any such issue and to do all things necessary or desirable to benefit any such companies, syndicates or other bodies and without prejudice to the generality of the foregoing to establish or promote or join in the establishment or promotion of any other company whose objects shall include the taking over of any of the assets with or without the liabilities of the Company or the promotion of which shall be calculated to advance its interests and to acquire and hold any shares, securities or obligations of any such company;

- (d) to invest or deal with any of the monies of the Company not immediately required for its operations in such manner with or without security and whether at home or abroad as the Company may think fit;
- (e) to enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, reciprocal concessions or otherwise with any person, firm, company or other body of any kind for the purpose of carrying on business from which the Company would or might derive any benefit whether direct or indirect;
- (f) to purchase or otherwise acquire, hold and undertake all or any part of the business, property, securities, liabilities and transactions of any person, firm, company or other body of any kind;
- (g) to purchase or otherwise acquire any patents, brevets d'invention, licences, concessions, copyrights, trade marks, designs, rights of agency or distributorship and the like conferring any exclusive or non-exclusive or limited right, or any secret or other information as to any state of affairs, individual, firm, company or other body, or any invention, process, development or the like which may seem to the Company capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company. To use, exercise, develop, grant licences in respect of or otherwise turn to account any of the same and with a view to the working and development of the same to carry on any business whatsoever, whether manufacturing or otherwise, which the Company may think calculated directly or indirectly to achieve these objects and to apply for, register or by other means protect, prolong and renew whether in the United Kingdom or elsewhere any of the same;
- (h) to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest and manage, develop, work, improve, sell, dispose of or otherwise turn to account and deal with any lands, buildings, servitudes, easements, rights, privileges, concessions, machinery, plant, stock-in-trade, property, business, undertaking and any heritable or moveable real or personal property of any kind;
- (i) to construct, erect, maintain, alter, replace or remove any buildings, works, offices, erections, plant, machinery, tools, or equipment as may seem desirable for any of the businesses or in the interests of the Company, and to manufacture, buy, sell and generally deal in any plant, tools, machinery, goods or things of any description which may be conveniently dealt with in connection with any of the Company's objects;
- (j) to manage and conduct the affairs of any companies, firms and persons carrying on business of any kind whatsoever, and in any part of the world;
- (k) to undertake interest rate and currency swaps, options, swap option contracts, forward exchange contracts, forward rate agreements, futures contracts or other financial instruments including hedging agreements and derivatives of any kind and all or any of which may be on a fixed and/or floating rate basis and/or in respect of sterling, any other currencies, basket of currencies or

commodities of any kind and in the case of such swaps, options, swap option contracts, forward exchange contracts, forward rate agreements and derivatives of any kind they may be undertaken by the Company on a speculative basis or otherwise;

- (l) to undertake any transaction which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or combination of these transactions and whether for the purposes of risk management, on a speculative basis or otherwise;
- (m) to enter into, carry on and participate in financial transactions and operations of all kinds and to take any steps which may be considered expedient for carrying into effect such transactions and operations including, without prejudice to the generality of the foregoing, borrowing and lending money and entering into contracts and arrangements of all kinds;
- (n) to borrow or raise money in such manner as the Company shall think fit and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, perpetual or otherwise, and, if the Company thinks fit, charged upon all or any of the Company's property (both present and future) and undertaking including its uncalled capital and further, if so thought fit, convertible into any stock or shares of the Company or any other company, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance;
- (o) to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights present and future and uncalled capital of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any monies whatsoever (including but not limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company whatsoever including but not limited to any company which is for the time being the holding company or a subsidiary (both as defined by s736 Companies Act 1985) of the Company or of the Company's holding company or is controlled by the same person or persons as control the Company or is otherwise associated with the Company in its business and to give financial assistance for the purpose of the acquisition of shares in the capital of the Company or any holding company of the Company or for the purpose of reducing a liability incurred by any person for the purpose of such an acquisition subject to the provisions of s155 Companies Act 1985;
- (p) to grant indemnities of every description and to undertake obligations of every description;

- (q) to make, draw, accept, endorse and negotiate bills of exchange or other negotiable instruments and to receive money on deposit or loan;
- (r) to pay all or any expenses incurred in connection with the formation and promotion and incorporation of the Company and to pay commission to and remunerate any person or company for services rendered in underwriting or placing, or assisting to underwrite or place, any of the shares in the Company's capital or any debentures or other security of the Company, or in or about the formation or promotion of the Company or the conduct of its business;
- (s) to pay for any property or rights acquired by the Company or to remunerate any person, firm or company rendering services to the Company either in cash or in kind or fully or partly paid-up shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another and generally on such terms as may be determined;
- (t) to sell, lease, mortgage, charge, pledge, grant or surrender rights over, or otherwise deal with, turn to account or dispose of all or any part of the property, assets, business or undertaking of the Company for such consideration (if any) as may be advantageous to the Company including, without prejudice to the generality of the foregoing, consideration in cash, whether by instalments or otherwise, or in kind, or in shares (with or without deferred or preferred rights in respect of dividends or repayment of capital or any other matter) or debentures, mortgage debentures, mortgages, debenture stock or loan stock (secured or unsecured) of any company, corporation or body of persons, or in the form of any property real or personal, tangible or intangible, or of any right, pledge or claim or of any undertaking to do or abstain from doing any act or to supply any services or goods or any other consideration, or in any combination of the above;
- (u) to make loans or give credit on such terms as may seem expedient with or without security to such persons, firms, companies, syndicates or other bodies of all kinds and in such cases (and in the case of loans either of cash or of other assets) as the Company may think fit;
- (v) to distribute among the members in specie any property of the Company or any proceeds of sale, disposal or realisation of any property of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;
- (w) to amalgamate with any other company and on any terms whatsoever;
- (x) to procure the Company to be registered or recognised in any country or place abroad;
- (y) to obtain any provisional or other order or Act of Parliament of this country or of any other state for enabling the Company to carry any of its objects into effect, or for effecting any modifications of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceeding

or application which may seem calculated, directly or indirectly, to prejudice the Company's interests;

- (z) to enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions;
- (aa) to appoint any person or persons, firm or firms, company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries, contractors or in similar capacity;
- (bb) to establish and maintain or procure the establishment and maintenance of contributory or non-contributory pension or superannuation funds for the benefit of the persons referred to below, to grant emoluments, pensions, allowances, donations, gratuities and bonuses to such persons and to make payments for or towards insurance on the life or lives of such persons; to establish, subsidise, subscribe to or otherwise support any institution, association, society, club, other establishment or fund, the support of which may, in the opinion of the Company, be calculated directly or indirectly to benefit the Company or any such persons, or which may be connected with any place where the Company carries on business; to institute and maintain any profit-sharing scheme or share option schemes calculated to advance the interests of the Company or such persons; the said persons are any persons who are or were at any time in the employment or service of the Company or its predecessor in business or of any company which is or has been the holding company or a subsidiary (both as defined by s736 Companies Act 1985) of the Company or of the Company's holding company or who are or were at any time directors or officers of the Company or of such other company as aforesaid, and the spouses, widows, widowers, families or dependants of any such persons;
- (cc) to subscribe or guarantee money for or organise or assist any charitable, benevolent, public, general, political or useful object or for any exhibition or for any person which or who may be considered likely directly or indirectly to further the objects of the Company or the interests of its shareholders;
- (dd) to take, make, execute, enter into, commence, carry on, prosecute or defend all steps, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes, and to do all other acts, matters and things which shall at any time appear conducive to or expedient for the advantage or protection of the Company;
- (ee) to do all or any of the above things in any part of the world and either as principals, agents, contractors, trustees, or otherwise, and either alone or in conjunction with others; and

- (ff) to do all such acts or things as are incidental or conducive to the attainment of the above objects or any of them.

4. **Interpretation of Clause 3**

It is hereby declared that:

- (a) the word "**company**" in Clause 3, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed; and
- (b) the objects set forth in each sub-clause of Clause 3 shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except where the context expressly so requires, be in any way limited or restricted by application of the ejusdem generis rule or by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company; none of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

5. **Limited liability**

The liability of the Members is limited.

6. **Share capital**

The share capital of the Company is £100,000.00 divided into 100,000 Ordinary shares of £1.00 each

We, the person whose name, address and description is subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our name.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER	Number of Shares taken by Subscriber (in words)
--	--

MAWLAW SECRETARIES LIMITED
20 Black Friars Lane
London
EC4V 6HD

ONE

Body Corporate

.....
for and on behalf of
Mawlaw Secretaries Limited
Secretary

Dated: 5 December 2008

WITNESS to the above Signature:

Company No.

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

BLUE ARROW EDUCATION LIMITED

1. PRELIMINARY

1.1 Meaning of "Table A"

In these Articles **"Table A"** means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985, as amended prior to the adoption of these Articles.

1.2 Table A to apply

The Regulations contained in Table A will apply to the Company except insofar as they are excluded or varied in these Articles.

2. DEFINITIONS AND INTERPRETATION

2.1 DEFINED TERMS

In these Articles:

"Act" means Companies Act 1985 including any statutory re-enactment or modification from time to time in force (including, without limitation, the provisions of CA06 from time to time in force);

"address", in relation to a communication made by electronic means, includes any number or address used for the purposes of that communication;

"Board" means the board of directors of the Company or the directors present or deemed present at a duly convened meeting of the directors at which a quorum is present;

"CA06" means the Companies Act 2006 including any statutory re-enactment or modification from time to time in force;

"electronic form" means the same as in CA06;

"electronic means" means the same as in CA06;

"Subsidiary" means the same as in CA06;

"working day" means the same as in CA06;

"writing" and **"written"** includes any modes of reproducing words in a legible and non-transitory form including, unless provided otherwise, documents, notices or information sent by electronic means or in electronic form.

2.2 Excluded definition

The definition of **"the Act"** in Regulation 1 of Table A does not apply to the Company.

2.3 Electronic signature

Where pursuant to any provision of these Articles any notice, appointment of proxy or other document which is in electronic form is required to be signed or executed by or on behalf of any person, that signature or execution includes the affixation by or on behalf of that person of an electronic signature (as defined in s7(2) Electronic Communications Act 2000) in such form as the directors may approve.

3. SHARE CAPITAL

3.1 Authorised share capital

The authorised share capital of the company at the date of incorporation is £100,000.00 divided into 100,000 ordinary shares of £1.00 each.

3.2 Unissued shares

The unissued shares are under the control of the directors who, subject to the provisions of s80 of the Act and any resolutions of the Company in general meeting passed pursuant to it, may allot and dispose of or grant options over them to any persons, and on any terms and in any manner as they think fit.

3.3 Authority to allot shares

- (a) Except as otherwise provided in these Articles and subject to any renewal, revocation or variation of this authority by the Company in general meeting, the directors are unconditionally authorised for the purposes of s80 of the Act to allot, dispose of and grant options and rights of subscription or conversion over relevant securities (as defined in the Act) up to an aggregate nominal amount of £99,999 during the period expiring at the end of five years from the date of incorporation of the Company.
- (b) The Company may at any time prior to the expiry of the authority conferred by Article 3.3(a) above make an offer or agreement which would or might require relevant securities to be allotted pursuant to it after the expiry of that authority and the directors may allot relevant securities in pursuance of that offer or agreement as if the authority conferred by it had not expired.
- (c) s89(1) and 90 of the Act will not apply to any allotment of equity securities (as defined in the Act) of the Company.

3.4 **Share certificates**

The second sentence of Regulation 6 in Table A is substituted by the following:

"Every certificate must specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount paid up on it, and such a certificate signed by a director of the Company together with a second director or the secretary (if any), or otherwise signed by a director of the Company in the presence of a witness who attests the signature, is evidence of the title of the registered holder to the shares, whether or not the common seal of the Company (if it has one) has been affixed and regardless of any words in the certificate referring to a seal."

4. **STATUTORY DECLARATION OF FORFEITURE OF A SHARE**

The following applies to the Company in place of Regulation 22 of Table A:

"A statutory declaration by a director or the secretary (if any) that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share."

5. **TRANSFER OF SHARES**

5.1 **Instrument of transfer**

In Regulation 23 of Table A, the words "and, unless the share is fully paid, by or on behalf of the transferee" shall be deleted.

5.2 **Refuse to register transfer**

In Regulation 24 of Table A, the words "which is not fully paid" are deleted.

6. **PROCEEDINGS AT GENERAL MEETINGS**

6.1 **Quorum**

The following applies to the Company in place of Regulation 40 of Table A:

"One qualifying person present at a meeting is a quorum. A **"qualifying person"** is an individual who is a member, a person authorised to act as the representative of a member (being a corporation) in relation to the meeting or a person appointed as proxy of a member in relation to the meeting."

6.2 **Procedure if quorum is not present**

The following applies to the Company in place of Regulation 41 of Table A:

"If within half an hour after the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting is dissolved if the members or any of them required the meeting to be called or the members or any of them called the meeting. In any other case, it stands adjourned to the same day in the next week at the same time and place or to such time, date and place as the directors may determine, and if at the adjourned meeting a quorum is not present or ceases to be present, a qualifying person present is a quorum."

6.3 Delivery of Proxies

The appointment of a proxy and any authority under which it is executed, or a copy of that authority certified notarially, or in some other way approved by the directors, may:

- (a) in the case of an appointment sent by post or by hand, be received at the registered office of the Company, or to another place within the United Kingdom specified by the notice convening the meeting, or in any appointment of proxy sent out by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
- (b) in the case of an appointment sent by electronic means, be received at any address specified or deemed to be specified by the Company for the purpose of receiving a proxy by electronic means not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
- (c) in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting, be received in either manner already described not less than 24 hours before the time appointed for the taking of the poll,

and an appointment of proxy which is not received in the manner permitted in this Article is invalid. In calculating the periods mentioned in this Article, no account is to be taken of any part of a day that is not a working day, unless the directors decide otherwise in relation to a specific general meeting.

6.4 Termination of proxy's authority

The termination of the authority of a person to act as proxy does not affect:

- (a) whether that person counts in deciding whether there is a quorum at a meeting, the validity of anything that person does as chairman or a meeting or the validity of a poll demanded by that person at a meeting unless the Company receives notice of the termination before the commencement of the meeting; and
- (b) the validity of a vote given by that person unless the Company receives notice of the termination before the commencement of the meeting or adjourned meeting at which the vote is given, or in the case of a poll taken more than 48 hours after it is demanded, before the time appointed for taking the poll.

The notice of termination must be received at an address that is specified in Article 6.3(a) or, if the appointment of the proxy was sent by electronic means, at an address that is specified or deemed to be specified in Article 6.3(b).

7. NUMBER OF DIRECTORS

The following applies to the Company in place of Regulation 64 of Table A:

"The number of directors (other than alternate directors) need not exceed one and shall not be subject to any maximum. If and so long as there is only one director in office, he may exercise all the powers and authorities vested in the directors by these Articles or by Table A notwithstanding any contrary provision of Table A".

8. ALTERNATE DIRECTORS

8.1 Appointment of alternate directors

At the end of Regulation 66 of Table A (as applicable to the Company) there is added the following sentence:

"A director or any other person approved pursuant to Regulation 65 of Table A (as applicable to the Company) may act as alternate director to represent more than one director, and an alternate director shall be entitled at meetings of the directors or any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present."

8.2 Automatic termination of appointment of alternate directors

At the end of Regulation 67 of Table A (as applicable to the Company) there is added the following sentence:

"The appointment of an alternate director terminates automatically on the happening of any event which, if he were a director, would cause him to vacate his office as director."

8.3 Notice of appointment or removal

The words "or in any other manner approved by the directors" in Regulation 68 of Table A (as applicable to the Company) are deleted and the following is added to that Regulation:

"and takes effect in accordance with the terms of the notice, subject to any approval required by Regulation 65 of Table A (as applicable to the Company), on receipt of that notice at the registered office of the Company."

9. APPOINTMENT AND RETIREMENT OF DIRECTORS

9.1 Appointment and removal of directors

At any time or from time to time the holder or holders of three-quarters in nominal value of such part of the issued share capital of the Company as confers the right for

the time being to attend and vote at general meetings of the Company may by memorandum in writing signed by or on behalf of him or them and left at or sent to the registered office of the Company, or the Company in general meeting, appoint any person to be a director or remove any director from office. Any removal of a director is without prejudice to any claim the director may have for damages for breach of any contract of service between him and the Company.

10. PROCEEDINGS OF DIRECTORS

10.1 Director's proceedings

The following applies to the Company in place of the second sentence in Regulation 88 of Table A:

"A director may, and the secretary (if any) at the request of a director must, call a meeting of the directors."

10.2 Directors' meetings by telephone etc

A meeting of the directors is, subject to notice of it having been given in accordance with these Articles of Association, for all purposes deemed to be held when a director is or directors are in communication by telephone or audio visual communication medium or by Internet or other on-line communication medium with another director or other directors and all of those directors agree to treat the meeting as so held, if the number of the directors participating in such communication constitutes a quorum of the board of directors as stipulated in these Articles. A resolution made by a majority of those directors in pursuance of this Article is as valid as it would have been if made by them at an actual meeting duly convened and held.

10.3 Written resolutions of directors

- (a) A resolution in writing signed or approved by all the directors entitled to receive notice a meeting of the directors or of a committee of the directors (not being less than the number of directors required to form a quorum of the directors) is as valid and effective as if it had been passed at a meeting of the directors or (as the case may be) a committee of the directors duly convened and held.
- (b) The resolution may consist of several documents in the same terms each signed by one or more directors. A resolution signed by an alternate director need not also be signed by his appointor and a resolution signed by a director who has appointed an alternate director need not also be signed by the alternate director in that capacity.
- (c) Regulation 93 of Table A does not apply to the Company.

11. DIRECTORS' INTERESTS

11.1 No power for directors to authorise conflicts of interest

The board may not authorise a matter as permitted by s.175(4)(b) CA06.

11.2 Directors permitted to retain benefits

- (a) A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration or other benefit which he derives from or in connection with a relationship involving a conflict of interest or possible conflict of interest which has been authorised by the Company in general meeting (subject to any terms, limits or conditions attaching to that authorisation).
- (b) If he has disclosed to the Board the nature and extent of his interest to the extent required by CA06, a director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration or other benefit which he derives from or in connection with:
 - (i) being a party to, or otherwise interested in, any transaction or arrangement with:
 - (A) the Company or in which the Company is interested; or
 - (B) a body corporate promoted by the Company or in which the Company is otherwise interested;
 - (ii) acting (otherwise than as auditor) alone or through his organisation in a professional capacity for the Company (and he or that organisation is entitled to remuneration for professional services as if he were not a Director); or
 - (iii) being a director or other officer of, or employed by, or otherwise interested in, a body corporate promoted by the Company or in which the Company is otherwise interested.
- (c) A director's receipt of any remuneration or other benefit referred to in Article 11.2(a) or (b) does not constitute an infringement of his duty under s176 CA06.
- (d) A transaction or arrangement referred to in Article 11.2(a) or (b) is not liable to be avoided on the ground of any remuneration, benefit or interest referred to in that Article.

11.3 Voting

A director who is in any way, either directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company, or a proposed transaction or arrangement with the Company must declare the nature and extent of his interest to the other directors in accordance with s177 or s182 CA06. Subject to such a disclosure and to the terms imposed by any authorisation given by the Company, a director may vote at a meeting of the Board or any committee of the Board in respect of any contract, transaction, arrangement or proposal in which he has an interest and if

he does so, his vote may be counted and he may be taken into account in ascertaining whether a quorum is present.

11.4 Table A

Regulations 85, 86 and 94 of Table A do not apply to the Company.

12. SECRETARY

The following applies to the Company in place of Regulation 99 of Table A:

"Subject to the provisions of CA06, a secretary may be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them."

13. THE SEAL

The following applies to the Company in place of Regulation 101 of Table A:

"The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary (if any) or by a second director."

14. NOTICES

Any document, information or notice may be sent or supplied to the Company to any person entitled to receive the document, information or notice in any of the forms permitted by CA06 including, without limitation, by making them available on a website. Regulation 111 of Table A and the first sentence of Regulation 112 of Table A do not apply to the Company. The words "or an address to which notice may be sent using electronic communications" is omitted from the third sentence of Regulation 112 of Table A. Regulation 115 of Table A does not apply to the Company.

15. DIVIDENDS

15.1 Entitlement to dividends

The following sentence is added to the end of Regulation 104 Table A:

"The person entitled to any dividend is the holder (as defined in Table A) of the share upon the date determined by the resolution declaring the dividend (or in the case of any interim dividend, determined by the directors) in respect of that share."

16. AUTHENTICATION OF DOCUMENTS

- 16.1 Any director or the secretary or any person appointed by the directors for the purpose may authenticate any documents which are required to be authenticated by the Company.

17. INDEMNITY AND INSURANCE

17.1 Indemnity by the Company

- (a) Subject to the provisions of and so far as may be permitted by the CA06, the Company may, at the Board's discretion and on such terms as the Board may decide from time to time, indemnify any director or other officer of the Company against any liability.
- (b) Subject to the provisions of and so far as may be permitted by the CA06, the Company may, at the Board's discretion and on such terms as the Board may decide from time to time, indemnify any director of an Associated Company of the Company/a Subsidiary if that Associated Company/Subsidiary is a trustee of an occupational pension scheme (as defined in s235(6) CA06) against any liability incurred in connection with that company's activities as trustee of that scheme.

17.2 Insurance

Subject to the provisions of the CA06, the directors may purchase and maintain insurance for the benefit of each director or other officer (other than an auditor) of the Company including, without limitation, insurance against any liability incurred or to be incurred by him in the execution and discharge of his duties or in relation to them.

Name, address and description of subscriber

MAWLAW SECRETARIES LIMITED

20 Black Friars Lane
London
EC4V 6HD

Body Corporate

.....
for and on behalf of
Mawlaw Secretaries Limited
Secretary

Dated: 5 December 2008

WITNESS to the above Signature: